

DEFENSE

Cooperation

**Agreement Between the
UNITED STATES OF AMERICA
and PAPUA NEW GUINEA**

Signed at Port Moresby May 22, 2023

Entered into force August 16, 2023



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**AGREEMENT ON DEFENSE COOPERATION
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE
INDEPENDENT STATE OF PAPUA NEW GUINEA**

Preamble

The Government of the United States of America (“the United States”) and the Government of the Independent State of Papua New Guinea (“Papua New Guinea”), hereinafter referred to collectively as “the Parties” and individually as a “Party”;

Reaffirming the strong defense relationship between the Parties based on a shared commitment to peace and stability and common approaches to addressing regional defense and security issues;

Recognizing that the presence of U.S. forces in the territory of Papua New Guinea is based on full respect for the laws of Papua New Guinea and contributes to the strengthening of the security of Papua New Guinea and the security and stability of the region;

Recognizing the Acquisition and Cross-Servicing Agreement Between the Department of Defense of the United States of America and the Defence Force of the Independent State of Papua New Guinea, signed at Murray Barracks, National Capital District, Papua New Guinea, on April 15, 2014 (the “ACSA”);

Acknowledging the Agreement Between the Government of the United States of America and the Government of the Independent State of Papua New Guinea Regarding the Furnishing on a Grant Basis of Defense Articles, Related Training, and Other Defense Services, signed at Port Moresby on July 9, 2021;

Acknowledging that the Status of Forces Agreement Between the Government of the United States of America and the Government of Papua New Guinea, signed at Port Moresby, February 28, 1989, has provided the basis for the presence of U.S. forces in the territory of Papua New Guinea; and

Desiring to conclude an agreement contributing to the enhanced cooperation between the Parties, and recognizing that such cooperation is based on full respect for the sovereignty of each Party;

Have agreed as follows:

ARTICLE 1

Objective

This Agreement sets forth a framework for enhanced partnership and security cooperation between the Parties with the aim of strengthening their defense relationship further and addressing shared security challenges.

ARTICLE 2

Definitions

1. "U.S. personnel" means military personnel and civilian personnel of the U.S. Department of Defense (hereinafter, "DoD"). Within this definition and as subsequently used throughout the provisions of this Agreement:
 - a. "Military personnel" means members of the U.S. Armed Forces; and
 - b. "Civilian personnel" means persons who are employed by DoD.
2. "U.S. forces" means military personnel and civilian personnel, and all property, equipment, and materiel (including vehicles, vessels, and aircraft operated by or for the United States) of DoD present in the territory of Papua New Guinea.
3. "U.S. contractor" means a person or entity, and its employees, supplying goods or services in the territory of Papua New Guinea to or on behalf of U.S. forces under a contract or subcontract with or in support of DoD.
4. "Agreed Facilities and Areas" means the facilities and areas in the territory of Papua New Guinea listed in Annex A to this Agreement made available under the terms of this Agreement to U.S. forces, U.S. contractors, and others as mutually agreed, including:
 - a. facilities and areas under the control and administration of the Papua New Guinea Defence Force,
 - b. facilities and areas under the control and administration of the civilian authorities of Papua New Guinea, and
 - c. facilities and areas under the shared control and administration of the Papua New Guinea Defence Force and the civilian authorities of Papua New Guinea;and such other facilities and areas in the territory of Papua New Guinea as may be provided by Papua New Guinea in the future as mutually agreed.
5. "Executive Agent" means DoD for the United States, and the Papua New Guinea Defence Force and the Department of Defence for Papua New Guinea, or their respective designees.

ARTICLE 3
Status of U.S. Personnel

1. It is the duty of U.S. personnel to respect the laws of Papua New Guinea and abstain from any activity inconsistent with the spirit of this Agreement. U.S. authorities shall take necessary measures to that end.
2. In the interests of justice, the Parties shall cooperate, as appropriate, to assist each other in investigation of incidents involving U.S. personnel, including the collection and production of evidence. In investigation of such incidents, U.S. authorities shall take into account any report of investigation by Papua New Guinean authorities. If requested by Papua New Guinea, U.S. authorities shall inform the appropriate Papua New Guinean authorities of the disposition of cases involving Papua New Guinea nationals where the United States exercises jurisdiction.
3. Papua New Guinea, in exercising its sovereign prerogative, consistent with the authority under the Constitution of Papua New Guinea, to concede jurisdiction over members of a visiting force, and recognizing the particular importance to U.S. authorities of retaining disciplinary control over U.S. personnel, agrees that U.S. authorities shall have the exclusive right to exercise criminal jurisdiction over U.S. personnel. Additionally, U.S. authorities shall have the exclusive right to exercise civil and administrative jurisdiction over U.S. personnel for all acts or omissions U.S. authorities determine occurred in the course of official duty. Papua New Guinea retains civil and administrative jurisdiction over U.S. personnel for acts or omissions occurring in the territory of Papua New Guinea outside the course of official duty. U.S. personnel, their property and effects, and their private residences shall be inviolable. Papua New Guinean authorities shall immediately notify U.S. authorities of arrested or detained U.S. personnel and shall promptly transfer such personnel to the custody of U.S. authorities.
4. U.S. forces authorities shall have the authority to impose disciplinary measures in the territory of Papua New Guinea for U.S. personnel in accordance with U.S. laws and regulations.

ARTICLE 4
Uniforms and Arms

1. U.S. personnel may possess and carry arms in the territory of Papua New Guinea while on duty if authorized to do so by their orders.
2. U.S. personnel may wear their uniforms while performing official duties.

ARTICLE 5
Access to and Use of Agreed Facilities and Areas

1. With full respect for Papua New Guinea's sovereignty and with consultation and consideration of the views of the Parties, Papua New Guinea shall provide unimpeded access to and use of Agreed Facilities and Areas to U.S. forces, U.S. contractors, and others as mutually agreed. Such Agreed Facilities and Areas may be used for mutually agreed activities including: visits; training; exercises; maneuvers; transit; support and related activities; refueling of aircraft; landing and recovery of aircraft, including aircraft that may conduct intelligence, surveillance, and reconnaissance activities; bunkering of vessels; maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; pre-positioning of equipment, supplies, and materiel; security assistance and cooperation activities; joint and combined training activities; humanitarian and disaster relief; contingency operations; and other activities as mutually agreed by the Parties or their Executive Agents. Such Agreed Facilities and Areas, or portions thereof, may be designated as either for exclusive use by U.S. forces or for joint use by U.S. forces and Papua New Guinea.
2. Papua New Guinea shall furnish, without rental or similar costs to the United States, all Agreed Facilities and Areas, including those used jointly by U.S. forces and Papua New Guinea.
3. In making available and in the use of Agreed Facilities and Areas, the Executive Agents shall give due regard to operational and security concerns. The Executive Agents may establish mutually determined procedures between the U.S. forces and the appropriate authorities of Papua New Guinea regarding such operational and security concerns at Agreed Facilities and Areas.
4. U.S. forces are authorized to control entry to Agreed Facilities and Areas, or portions thereof, which have been provided for exclusive use by U.S. forces, and to coordinate entry with the appropriate authorities of Papua New Guinea at Agreed Facilities and Areas provided for joint use by U.S. forces and Papua New Guinea, for purposes of safety and security.
5. In coordination with the appropriate authorities of Papua New Guinea, U.S. forces and U.S. contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas. The Executive Agent for Papua New Guinea shall facilitate the efforts of U.S. forces in these construction activities by obtaining, without cost to U.S. forces or U.S. contractors, the necessary Papua New Guinean authorizations and permits for such construction, alterations, and improvements, performed by or on behalf of U.S. forces.
6. U.S. forces shall be responsible for the operation and maintenance, construction, and development costs of Agreed Facilities and Areas that are provided for the exclusive use of U.S. forces, unless otherwise agreed. The Parties shall be responsible on the basis of their proportionate use for the operation and maintenance, construction, and development costs of Agreed Facilities and Areas provided for joint use by U.S. forces and Papua New Guinea, unless otherwise agreed.

7. The Parties shall cooperate on long-term planning regarding the use and development of areas around and adjacent to Agreed Facilities and Areas to ensure the implementation of this Agreement.

ARTICLE 6

Prepositioning and Storage of Equipment, Supplies, and Materiel

1. U.S. forces may transport, preposition, and store defense equipment, supplies, and materiel ("prepositioned materiel") at Agreed Facilities and Areas, and at other locations as mutually agreed. The prepositioned materiel of U.S. forces and the facilities or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of U.S. forces. U.S. forces shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of Papua New Guinea.
2. U.S. forces and U.S. contractors shall have unimpeded access to and use of storage facilities for all matters related to the prepositioning and storage of prepositioned materiel, including delivery, management, inspection, use, maintenance, and removal of such prepositioned materiel, regardless of whether these storage facilities are located within any of the Agreed Facilities and Areas. Aircraft, vehicles, and vessels operated by or for U.S. forces shall have access to aerial ports and seaports in the territory of Papua New Guinea and other locations, as agreed, for the delivery to, storage and maintenance in, and removal from the territory of Papua New Guinea of U.S. forces' prepositioned materiel.

ARTICLE 7

Property Ownership

1. All existing buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by U.S. forces, shall remain the property of Papua New Guinea. All such buildings, structures, and assemblies constructed by U.S. forces shall become the property of Papua New Guinea, once constructed, but shall be used by U.S. forces until no longer needed by U.S. forces.
2. U.S. forces shall return as the sole and unencumbered property of Papua New Guinea any Agreed Facility and Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by or for U.S. forces, once no longer needed by U.S. forces, provided that the United States shall incur no expense to do so. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed Facility and Area, including compensation for the residual value of improvements or construction made by the United States.
3. U.S. forces and U.S. contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the territory of Papua New Guinea in connection with this Agreement.

ARTICLE 8

Security

1. Within its means and capabilities, Papua New Guinea shall take reasonable measures as are necessary to ensure the protection, safety, and security of U.S. forces and U.S. contractors, and the protection and security of U.S. property and official U.S. information, including from seizure or conversion for the benefit of any party other than the United States. In furtherance of this responsibility, the Parties or their Executive Agents shall cooperate closely to ensure that such protection, safety, and security are provided.
2. Papua New Guinea recognizes the inherent right and obligation of U.S. military commanders to ensure the security and safety of personnel and equipment under their supervision and understands that U.S. military commanders have an inherent right of self-defense and may respond as necessary to an immediate security threat.
3. Papua New Guinea hereby authorizes U.S. forces to exercise all rights and authorities necessary for U.S. forces' use, operation, defense, or control of Agreed Facilities and Areas, including taking appropriate measures to protect U.S. forces and U.S. contractors. The United States intends to coordinate such measures and shall coordinate force protections plans with the appropriate authorities of Papua New Guinea.
4. Papua New Guinea retains primary responsibility for security outside of Agreed Facilities and Areas.

ARTICLE 9

Entry and Exit

1. U.S. personnel and U.S. contractors shall be allowed entry into, exit from, and freedom of movement within the territory of Papua New Guinea subject to the requirements of this paragraph. Papua New Guinea shall authorize entry into and exit from the territory of Papua New Guinea for U.S. personnel holding only a DoD identification card and collective movement or individual travel orders. Further, Papua New Guinea shall authorize entry into and exit from the territory of Papua New Guinea for U.S. contractors holding only a valid passport and a letter of authorization issued by the competent authority of the United States. Papua New Guinean authorities may make any annotations required by Papua New Guinean law in the passports of U.S. contractors. The Executive Agents shall cooperate to facilitate the entry into and exit from the territory of Papua New Guinea of U.S. personnel and U.S. contractors.
2. U.S. personnel and U.S. contractors shall be exempt from all other migration requirements within the territory of Papua New Guinea, including the payment of any taxes, duties, or fees associated with entry into or exit from the territory of Papua New Guinea.

3. U.S. personnel and U.S. contractors shall not by reason of their presence in the territory of Papua New Guinea be regarded as acquiring any rights to permanent residence in the territory of Papua New Guinea or any obligations that would otherwise result from such residence.

ARTICLE 10

Movement of Aircraft, Vehicles, and Vessels

1. Aircraft, vehicles, and vessels operated by or on behalf of U.S. forces may enter, exit, and move freely within the territory and territorial waters of Papua New Guinea with respect for the relevant rules of air, land, and maritime safety and movement. Such aircraft, vehicles, and vessels shall be free from boarding and inspection without the consent of the United States. Papua New Guinean authorities may grant blanket clearance for such aircraft, vehicles, and vessels in accordance with mutually agreed procedures.
2. Aircraft, vehicles, and vessels operated by or on behalf of U.S. forces shall not be subject to the payment of landing, parking, port fees, compulsory pilotage, navigation or overflight charges, or tolls or other use charges, including lighterage and harbor dues levied in the territory of Papua New Guinea; however, U.S. forces and U.S. contractors shall pay reasonable charges for services requested and received at rates no less favorable, less taxes and similar charges, than those paid by the Papua New Guinea Defence Force.

ARTICLE 11

Driving and Professional Licenses

1. Papua New Guinea shall accept as valid, without driving test or fee, driving licenses and permits issued by the United States, or its States or political subdivisions, to U.S. personnel and U.S. contractors for the operation of motor vehicles in the territory of Papua New Guinea.
2. Papua New Guinean authorities shall honor the registration and licensing by U.S. military and civilian authorities of motor vehicles and trailers of the U.S. forces, U.S. personnel, and U.S. contractors. Upon the request of U.S. forces authorities, Papua New Guinean authorities shall issue, without charge, military license plates for U.S. forces' official vehicles in accordance with procedures established for the Papua New Guinea Defence Force, and license plates that are indistinguishable from those issued to the Papua New Guinean population at large for private motor vehicles of U.S. personnel and U.S. contractors.
3. Papua New Guinea shall accept as valid all professional licenses issued by the United States, or its States or political subdivisions to U.S. personnel and U.S. contractors, or other adequate professional qualifications accepted by U.S. authorities, for the provision of services in connection with activities under this Agreement. Papua New Guinea shall also not require U.S. personnel or U.S. contractors to obtain professional licenses issued by Papua New Guinea in relation to the provision of services in connection with activities under this Agreement.

ARTICLE 12
Importation, Exportation, and Taxes

1. All materiel, equipment, supplies, relocatable structures, and other property required by U.S. forces or by U.S. contractors in connection with this Agreement shall be imported into, acquired or used within, and exported from the territory of Papua New Guinea free of customs duties, taxes, excises, bonds, licenses, inspections, and other restrictions and charges.
2. Property for the personal use of U.S. personnel and U.S. contractors in the territory of Papua New Guinea in connection with this Agreement, shall be imported into, acquired or used within, and exported from the territory of Papua New Guinea free of customs duties, taxes, excises, bonds, licenses, inspections, and other restrictions and charges. Such property shall be reasonable and proportionate to personal use.
3. Property imported into the territory of Papua New Guinea or acquired in the territory of Papua New Guinea pursuant to this Article may be removed from the territory of Papua New Guinea, transferred, or disposed of therein, provided that disposition of such property in the territory of Papua New Guinea to persons or entities not entitled to exemption from applicable taxes and duties shall be subject to payment of such taxes and duties by such persons or entities.
4. U.S. personnel shall be exempt from payment of taxes on income, profits, salaries, and emoluments received from the United States or from any sources outside of the territory of Papua New Guinea, or taxes on any movable property in the territory of Papua New Guinea due to their presence there in connection with this Agreement.
5. U.S. contractors shall be exempt from payment of taxes on income, profits, salaries, and emoluments received from the United States or U.S. contractors or from any sources outside of the territory of Papua New Guinea, or taxes on any movable property in the territory of Papua New Guinea due to their presence there in connection with this Agreement. The exemptions in this paragraph shall not apply to U.S. contractor employees who are nationals of or ordinarily resident in the territory of Papua New Guinea.

ARTICLE 13
Contracting

1. U.S. forces may contract for any materiel, supplies, equipment, and services (including construction) in the territory of Papua New Guinea without restriction as to the choice of contractor, supplier, person, or other entity that provides such materiel, supplies, equipment, or services (including construction). Such contracts shall be solicited, awarded, and administered in accordance with U.S. laws and regulations.
2. Acquisition of goods and services in the territory of Papua New Guinea by or on behalf of U.S. forces shall not be subject to any taxes, customs duties, or other charges imposed by Papua New Guinea or its instrumentalities, or any subdivision thereof.

3. Non-Papua New Guinean U.S. contractors shall be exempt from Papua New Guinean laws and regulations regarding licensing and registration of businesses and corporations.

ARTICLE 14

Logistics Support

1. Papua New Guinea shall use best efforts, considering its internal national requirements and available capabilities, to provide to U.S. forces, upon request, logistics support, goods, and services to conduct activities under this Agreement. The costs of such support shall be borne by the Parties or their Executive Agents as mutually agreed.
2. Should the United States bear such costs, Papua New Guinea shall accord to the United States treatment no less favorable than is accorded to the Papua New Guinea Defence Force, including charging the U.S. forces and U.S. contractors rates no less favorable than those paid by the Papua New Guinea Defence Force for similar logistics support, goods, and services, less taxes, fees, or similar charges. Such logistics support, goods, and services shall be provided and reimbursement made in accordance with the ACSA, or other applicable agreements or arrangements, unless otherwise agreed.

ARTICLE 15

Medical and Mortuary Affairs

1. In the event U.S. personnel require health care beyond that provided by the United States, the Papua New Guinea Defence Force shall provide basic and emergency medical services. Medical care provided by medical care operators and facilities in the territory of Papua New Guinea shall be paid by the United States, unless otherwise agreed.
2. U.S. forces shall have the exclusive right, in accordance with applicable U.S. laws and regulations, to take charge and dispose of the remains of U.S. personnel in the event of their death in the territory of Papua New Guinea, and to perform autopsies as may be required for medical reasons or purposes of criminal investigation. U.S. forces shall prepare copies of death certificates regarding the death of any U.S. personnel occurring in the territory of Papua New Guinea.

ARTICLE 16

Postal and Recreational Facilities and Communications Services

1. Papua New Guinea authorizes U.S. forces to establish, maintain, operate, and use military postal, banking services, military service exchanges, commissaries, and other service facilities for the morale, welfare, and recreation of U.S. personnel, U.S. contractors, and others as mutually agreed on Agreed Facilities and Areas.
2. Papua New Guinea authorizes U.S. forces to establish satellite receiving stations for the receipt by U.S. personnel and U.S. contractors of television and radio programs and to transmit such television and radio programs.

3. All such facilities, stations, and services, and the use thereof, shall be exempt from duties, taxes, and other charges as well as inspection, license requirements, and regulations of Papua New Guinea, its instrumentalities, or any subdivision thereof.

ARTICLE 17

Utilities and Communications

1. U.S. forces and U.S. contractors shall be allowed to use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Papua New Guinea Defence Force or the Government of Papua New Guinea in like circumstances, free from taxes or other government fees or charges.
2. The Parties recognize that it may be necessary for U.S. forces to use the radio spectrum in the territory of Papua New Guinea. U.S. forces shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union) in the territory of Papua New Guinea. This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to U.S. forces. U.S. forces, in the interest of avoiding mutually harmful interference, shall coordinate the use of frequencies with the appropriate authorities of Papua New Guinea, taking into account Papua New Guinea's National Table of Frequency Allocation, unless urgent operational circumstances do not permit such coordination.

ARTICLE 18

Environment, Human Health, and Safety

The Parties intend to implement this Agreement in a manner consistent with the protection of the natural environment of Papua New Guinea and human health and safety. The United States confirms its intent to respect relevant Papua New Guinean environmental, health, and safety laws in the execution of its policies. Papua New Guinea confirms its policy to implement environmental, health, and safety laws, regulations, and standards with due regard for the health and safety of U.S. forces and U.S. contractors. The competent authorities of the Parties intend to consult in matters relating to the environment, human health, and safety.

ARTICLE 19

Claims

1. Other than contractual claims, the Parties waive any and all claims against each other for damage to or loss or destruction of property owned by the other Party, or death or injury to any military personnel and civilian employees of either Party arising out of the performance of their official duties in the territory of Papua New Guinea.
2. Each Party shall adjudicate, in accordance with its national laws and regulations, claims by third parties for damages or loss caused by said Party or its personnel in connection with this Agreement.

ARTICLE 20

Implementation

1. All obligations under this Agreement shall be subject to the availability of appropriated funds authorized for these purposes.
2. As appropriate, the Parties or their Executive Agents may enter into implementing agreements or apply implementing arrangements to carry out the provisions of this Agreement.
3. The Parties hereby establish a Joint Committee to oversee implementation of this Agreement. The Joint Committee shall be co-chaired by representatives of the Executive Agents and shall convene as necessary.

ARTICLE 21

Disputes

1. Disputes arising under this Agreement or any implementing agreements or implementing arrangements shall be resolved at the lowest level possible and, as necessary, elevated to the Executive Agents for consideration and resolution.
2. Disputes that cannot be resolved by the Executive Agents shall be referred to the Parties for consultation and resolution, as appropriate, and shall not be referred to any national court, or to any international court, tribunal, or similar body or to any other third party for settlement.

ARTICLE 22

Entry Into Force, Amendment, and Duration

1. This Agreement shall enter into force on the date of the later note completing an exchange of notes between the Parties stating that each Party has completed its internal procedures necessary for entry into force of this Agreement.

2. Upon entry into force, this Agreement shall supersede in its entirety the Status of Forces Agreement Between the Government of the United States of America and the Government of Papua New Guinea, signed at Port Moresby, February 28, 1989, and the Memorandum of Understanding Between the United States of America and the Government of Independent Papua New Guinea Concerning Joint and Combined Military Activities by Papua New Guinea Defense Forces and United States Military Forces in Independent Papua New Guinea, done at Port Moresby, March 26, 1990.
3. This Agreement may be amended by written agreement of the Parties.
4. Annex A appended to this Agreement shall form an integral part of this Agreement and may be amended in writing by the Parties or their Executive Agents.
5. This Agreement shall have an initial term of fifteen (15) years. After the initial term, this Agreement shall continue in force unless terminated by either Party upon one year's written notice to the other Party through diplomatic channels.

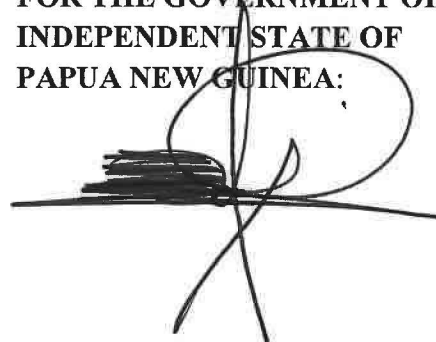
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Port Moresby, this 22 day of May, 2023, in duplicate, in the English language.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**



**FOR THE GOVERNMENT OF THE
INDEPENDENT STATE OF
PAPUA NEW GUINEA:**



ANNEX A
Agreed Facilities and Areas

- Nadzab Airport (Lae)
- Lae Seaport
- Lombrum Naval Base
- Momote Airport
- Port Moresby Jacksons International Airport
- Port Moresby Seaport